

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

In re: DAVID S. GOODE, JR.	)	
<u>Debtors</u>	)	
	)	CHAPTER 13
SANTANDER CONSUMER USA INC.	)	
dba CHRYSLER CAPITAL	)	Case No.: 17-11523 (MDC)
<u>Moving Party</u>	)	
	)	<b>Hearing Date: 7-27-21 at 10:30 AM</b>
v.	)	
	)	11 U.S.C. 362
DAVID S. GOODE, JR.	)	
ANITA C. DEVORE	)	11 U.S.C. 1301
<u>Respondents</u>	)	
	)	
WILLIAM C. MILLER	)	
<u>Trustee</u>	)	

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

Comes now Santander Consumer USA, Inc. dba Chrysler Capital ("Chrysler Capital") filing this its Motion For Relief From The Automatic Stay And Co-Debtor Stay ("Motion"), and in support thereof, would respectfully show:

1. That on March 6, 2017, David S. Goode, Jr. filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361, 362, 1301, and 28 U.S.C. 157 and 1334.
3. On January 18, 2017, the debtor and co-debtor Anita C. Devore entered into a retail installment contract for the purchase of a 2017 Jeep Patriot bearing vehicle identification number 1C4NJRFB4HD180796. The contract was assigned to Chrysler Capital and the debtor(s) became indebted to Chrysler Capital in accordance with the terms of same. Chrysler Capital is designated as first lien holder on the title to the vehicle and holds a first purchase money security interest in the vehicle. A true copy of the contract and title to the vehicle are annexed hereto as Exhibits A and B. Santander Consumer USA Inc. does business as Chrysler Capital.

4. As of June 24, 2021, the debtor's account with Chrysler Capital had a net loan balance of \$28,865.02.

5. According to the June 2021 NADA Official Used Car Guide, the vehicle has a current retail value of \$20,175.00.

6. The loan matured, so the debtor's account is past due from for the entire net balance of \$28,865.02.

7. Santander Consumer USA Inc. dba Chrysler Capital alleges that the automatic stay and co-debtor stay should be lifted for cause under 11 U.S.C. 362(d)(1) and 1301 in that Chrysler Capital lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The debtor is failing to make payments to Chrysler Capital and is failing to provide Chrysler Capital with adequate protection.

(b) The loan matured.

WHEREFORE PREMISES CONSIDERED, Santander Consumer USA Inc. dba Chrysler Capital respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Chrysler Capital to permit Chrysler Capital to seek its statutory and other available remedies; (2) that the co-debtor stay will be terminated as to Chrysler Capital to permit Chrysler Capital to seek its statutory and other available remedies; (3) that the stay and co-debtor stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (4) Chrysler Capital be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

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dba Chrysler Capital